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**If you do not respond to this document  
within applicable time limits, judgment  
could be entered against you as requested.**

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IN THE SEVENTH JUDICIAL DISTRICT COURT  
EMERY COUNTY, STATE OF UTAH

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MICHAEL IGNATZ and CHERYL  
IGNATZ;

Plaintiffs,

vs.

LOVE'S TRAVEL STOPS & COUNTRY  
STORES, INC. dba LOVE'S TRAVEL  
STOPS; and DOES 1-10;

Defendants.

Complaint

Civil No. \_\_\_\_\_

Judge \_\_\_\_\_

---

COMES NOW BEFORE THE COURT Plaintiffs Michael and Cheryle Ignatz to assert this  
Complaint against Defendants and to pray for relief.

Parties, Jurisdiction, and Venue

1. Michael Ignatz is an individual who at the time of this claim resided in Larimer  
County, Colorado.

2. Cheryl Ignatz is an individual and spouse of Michael.

3. Love's Travel Stops & Country Stores, Inc. Db a Love's Travel Stops ("Love's  
Travel Stop") is a Oklahoma corporation doing business at 1810 Main Street, Green River, and  
1775 West Main Street, Green River, Emery County, Utah ("Property").

4. DOES 1–10 (“DOES”) are persons and entities whose identities are currently unknown who are also owners, controllers, managers, operators, and/or contractors of the Property. (Love’s Travel Stop and DOES are referred to collectively as “Defendants”.)

5. This Court has subject-matter jurisdiction pursuant to Utah Code Ann. § 78A-5-102.

6. This Court has personal jurisdiction over Defendants pursuant to Utah Code Ann. § 78B-3-205.

7. Venue is proper in this Court under Utah Code Ann. § 78B-3-307 because this cause of action arose in Emery County.

8. This is a tier-3 case under Utah Rule of Civil Procedure 26.

#### Background

9. On December 2, 2019, Michael was traveling through Green River, Utah, on his way from Colorado to California. Michael stopped at Love’s Travel Stop for drinks and a restroom break.

10. Unknown to Michael, the Property had a running hose dumping water onto the walkway and creating an icy and slippery surface.

11. This hazard caused Michael to slip and fall.

12. As a result of this slip and fall, Michael sustained serious injuries, including a fractured right femur.

#### First Cause of Action—Premise Liability/Negligence

13. Plaintiffs incorporate the preceding paragraphs.

14. Defendants had duties, including contractual duties and non-delegable duties, to ensure that the walkway of the Property was in safe condition.

15. Defendants, through their employees, owners, and agents, breached those duties and were negligent in the following ways:

- failing to adequately inspect the walkway of the Property for slippery and icy conditions;
- failing to adequately remedy the slippery and icy conditions;
- failing to adequately remedy the running hose;
- failing to take actions to warn Michael about this hazard;
- failing to adequately apply ice melt to this hazard;
- failing to ensure the walkway of the Property was in safe condition; and
- other failures that discovery may reveal.

16. These breaches and negligence caused Michael's injuries.

Second Cause of Action—Vicarious Liability

17. Plaintiffs incorporate the preceding paragraphs.

18. Defendants are liable for the negligence of their owners, employees, and agents.

19. Because Defendants' duties to ensure the walkway of the Property was in safe condition are nondelegable, Defendants are liable for the negligence of persons who failed to keep the stairs in safe condition, even if those persons are not owners, employees, or agents of Defendants.

Third Cause of Action—Spousal Loss of Consortium

20. Plaintiffs incorporate the preceding paragraphs.

21. Defendants' negligence caused Michael to suffer a significant permanent injury that substantially changes his lifestyle.

22. Defendants' negligence caused Michael to suffer an injury that includes at least one of the following: a partial paralysis of an extremity, significant disfigurement, incapability.

23. Cheryl is therefore entitled to recover for the loss of spousal consortium.

Prayer for Relief

Wherefore, Plaintiffs pray for judgment against Defendants as follows:

- for non-economic damages;

- for economic damages, including past and future medical expenses and related care, past and future loss of household services, past and future loss of earnings/benefits, etc.;
- for all relief the jury and Court deems just and proper.

Dated this 16th day of February, 2022.

ADAMS DAVIS, P.C.

*/s/ Ricky Shelton*  
\_\_\_\_\_  
Ricky Shelton  
*Attorney for Plaintiffs*

**RETURN OF SERVICE**

State of Utah

County of EMERY

Seventh District Court

Case Number: 220700011

Plaintiff:

**MICHAEL IGNATZ and CHERYL IGNATZ,**

vs.

Defendant:

**LOVE'S TRAVEL STOPS & COUNTRY  
STORES, INC. dba LOVE'S TRAVEL  
STOPS; and DOES 1-10,**

For:

RICKY SHELTON  
ADAMS DAVIS, P.C  
35 West Broadway, Suite 203  
SALT LAKE CITY, UT 84101

Received by ANDERSON INVESTIGATIONS, INC. on the 17th day of February, 2022 at 8:54 am to be served on **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. R/A CT CORP, 1108 EAST SOUTH UNION AVE., MIDVALE, UT 84047.**

I, C. D. ANDERSON, do hereby affirm that on the **17th day of February, 2022 at 11:30 am, I:**

Served the within named **CORPORATION** by delivering a true copy of the **SUMMONS & COMPLAINT; and Bilingual Notice to Responding Party for In-State Summons (for compliance with URCP 4);** with the date and hour of service endorsed thereon by me to CT CORP/DANI SNOW as **Registered Agent** of the within named corporation, in compliance with state statutes.

I am over the age of 21 and have no interest in the above action. I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was executed. Pursuant to Utah Code Annotated 78B-18a-101 et seq., with the statutory declaration statement form as set forth in 78B-18a-106, I declare under criminal penalty that the foregoing is true and correct.

  
C. D. ANDERSON  
Process Server

ANDERSON INVESTIGATIONS, INC.  
P.O. BOX 535  
Salt Lake City, UT 84110  
(801) 619-1110

Our Job Serial Number: AND-2022000528

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*Attorneys for Plaintiffs*

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Server C. Aul  
Date 2-17-22 Time 11:30 AM  
P/S CT Corp / DAN SNOW  
ANDERSON INVESTIGATIONS, INC #P101201  
P.O. BOX 535, SLC, UT 84110 877-619-1110

SEVENTH JUDICIAL DISTRICT COURT  
EMERY COUNTY, STATE OF UTAH

MICHAEL IGNATZ and CHERYL IGNATZ,

Plaintiffs,

vs.

LOVE'S TRAVEL STOPS & COUNTRY  
STORES, INC. dba LOVE'S TRAVEL  
STOPS; and DOES 1-10,

Defendants.

SUMMONS

Civil No. 220700011

Hon. Judge GEORGE M HARMOND

Tier III

The State of Utah to:

**LOVE'S TRAVEL STOPS & COUNTRY  
STORES, INC.  
c/o Registered Agent, CT Corporation System  
1108 E South Union Avenue  
Midvale, UT 84047**

Please take notice that a lawsuit has been filed against you. You are required to file an answer to the attached Complaint within 21 days of receipt of this Summons. If you fail to do so, the Court may enter default judgment against you. The attached Complaint was filed with the Court on February 15, 2022. A bilingual notice approved by the Utah Judicial Council is attached.

Dated this 16th day of February, 2022.

ADAMS DAVIS, P.C.

/s/ Ricky Shelton

Ricky Shelton

*Attorneys for Plaintiffs*

**Bilingual Notice to Responding Party for Out-of-State Summons**  
(for compliance with URCP 4)

A lawsuit has been filed against you. You must respond in writing by the deadline for the court to consider your side. The written response is called an Answer.

**Deadline!**

Your Answer must be filed with the court and served on the other party **within 30 days** of the date you were served with this Summons.

If you do not file and serve your Answer by the deadline, the other party can ask the court for a default judgment. A default judgment means the other party can get what they asked for, and you do not get the chance to tell your side of the story.

**Read the complaint/petition**

The Complaint or Petition has been filed with the court and explains what the other party is asking for in their lawsuit. Read it carefully.

**Answer the complaint/petition**

You must file your Answer in writing with the court **within 30 days** of the date you were served with this Summons. You can find an Answer form on the court's website: [utcourts.gov/ans](https://utcourts.gov/ans)



Scan QR code  
to visit page

Se ha presentado una demanda en su contra. Si desea que el juez considere su lado, deberá presentar una respuesta por escrito dentro del periodo de tiempo establecido. La respuesta por escrito es conocida como la Respuesta.

**¡Fecha límite para contestar!**

Su Respuesta debe ser presentada en el tribunal y también con la debida entrega formal a la otra parte **dentro de 30 días** a partir de la fecha en que usted recibió la entrega formal del Citatorio.

Si usted no presenta una respuesta ni hace la entrega formal dentro del plazo establecido, la otra parte podrá pedirle al juez que asiente un fallo por incumplimiento. Un fallo por incumplimiento significa que la otra parte recibe lo que pidió, y usted no tendrá la oportunidad de decir su versión de los hechos.

**Lea la demanda o petición**

La demanda o petición fue presentada en el tribunal y ésta explica lo que la otra parte pide. Léala cuidadosamente.

**Cómo responder a la demanda o petición**

Usted debe presentar su Respuesta por escrito en el tribunal **dentro de 30 días** a partir de la fecha en que usted recibió la entrega formal del Citatorio. Puede encontrar el formulario para la presentación de la Respuesta en la página del tribunal: [utcourts.gov/ans-span](https://utcourts.gov/ans-span)



Para acceder esta página  
escanee el código QR

**Bilingual Notice to Responding Party for Out-of-State Summons**  
(for compliance with URCP 4)

**Serve the Answer on the other party**

You must email, mail or hand deliver a copy of your Answer to the other party (or their attorney or licensed paralegal practitioner, if they have one) at the address shown at the top left corner of the first page of this Summons.

**Finding help**

The court's Finding Legal Help web page ([utcourts.gov/help](https://utcourts.gov/help)) provides information about the ways you can get legal help, including the Self-Help Center, reduced-fee attorneys, limited legal help and free legal clinics.



Scan QR code to visit page

**Entrega formal de la respuesta a la otra parte**

Usted deberá enviar por correo electrónico, correo o entregar personalmente una copia de su Respuesta a la otra parte (o a su abogado o asistente legal, si tiene) a la dirección localizada en la esquina izquierda superior de la primera hoja del citatorio.

**Cómo encontrar ayuda legal**

Para información sobre maneras de obtener ayuda legal, vea nuestra página de Internet Cómo Encontrar Ayuda Legal. ([utcourts.gov/help-span](https://utcourts.gov/help-span)) Algunas maneras de obtener ayuda legal son por medio de una visita a un taller jurídico gratuito, o mediante el Centro de Ayuda. También hay ayuda legal a precios de descuento y consejo legal breve.



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بالمسح قـم  
لرمز الضوئي  
الصفحة لزيارة

An Arabic version of this document is available on the court's website:

نسخة عربية من هذه الوثيقة على موقع المحكمة على الإنترنت: وجد

[utcourts.gov/arabic-out](https://utcourts.gov/arabic-out)

A Simplified Chinese version of this document is available on the court's website:

本文件的简体中文版可在法院网站上找到：

[utcourts.gov/chinese-out](https://utcourts.gov/chinese-out)



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A Vietnamese version of this document is available on the court's website:

Một bản tiếng Việt của tài liệu này có sẵn trên trang web của tòa:

[utcourts.gov/viet-out](https://utcourts.gov/viet-out)



Xin vui lòng quét mã QR (Trả lời nhanh) để viếng trang

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Dated this 16th day of February, 2022.

ADAMS DAVIS, P.C.

*/s/ Ricky Shelton*  
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Ricky Shelton  
*Attorney for Plaintiffs*